

Bid Number: 40003-10491

Date: May 28, 2021

BOSSIER PARISH COMMUNITY COLLEGE
PURCHASING DEPARTMENT
BUILDING J
6220 East Texas Street
Bossier City, LA 71111
(318) 678-6298

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until June 23, 2021 @ 2:00 P.M.CST and then publicly opened for furnishing the items and/or services as described below for Bossier Parish Community College.

DESCRIPTION
PROVIDE SNACK VENDING
AS PER ATTACHED SPECIFICATIONS

PLEASE FILL IN ALL BLANK SPACES

Terms will be _____ and shipment will be received within _____ days after receipt of order

In compliance with and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within 60 days from date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section).

Vendor Name	Signature of Authority (Re:L.R.S. 39:1594)
Address	Title
City, State, Zip	Tax Identification Number
Telephone Number	Fax Number
	Date

ACCEPTANCE/AWARD

Date of Award and Execution

Recommendation: _____

Approved: _____

Gayle Doucet
Director of Purchasing

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted.

1. Bid containing no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on the state's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be retained in bid file unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Special Envelope

Ensure consideration, all bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

3. Prices

The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

4. F.O.B.

Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

5. Standard of Quality

Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog number used in specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in this bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB.

6. Descriptive Information

Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for BPCC Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

Manufacturer's Numbers and Trade Names

Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. BPCC shall be the sole judge as to whether or not the equipment/supply offered is equal to that specified.

7. Bid Opening

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the Bid Opening or during the evaluation process. Bids may be examined within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Written bid tabulations will be furnished upon written request..

8. Award

Award will be made to the highest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Bossier Parish Community College reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and to waive any informalities.

9. Purchase Order

If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the College, meet the requirements of these specifications. BPCC reserves the right to cancel any order resulting from this solicitation with 30 days written notice.

10. Conditions of Purchase Orders

We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

11. Inspection and Acceptance

Upon delivery of each item to the Agency, inspection of the item will be made by Bossier Parish Community College, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

12. Reject

All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling costs. All packages must reflect the BPCC purchase order number or it will be refused and returned at vendor's expense.

13. Payment Terms

Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Bossier Parish Community College, Accounts Payable, 6220 East Texas Street, Bossier City, LA 71111, attn: Tammy Kennedy. We must pay from ORIGINAL, ITEMIZED invoices as required by the State Legislative Auditor.

14. U.S. Taxpayer Identification Number

Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

15. Taxes

The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

16. New Products

Unless specifically called for in the IFB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

17. Contract Renewals

Upon Agreement of Bossier Parish Community College Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

18. Contract Cancellation

Bossier Parish Community College has the right to cancel any contract, in accordance with purchasing rules and regulations, for cause, including but not limited to , the following: (1) failure to deliver with the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good conditions; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with Bossier Parish Community College; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

19. Default of Contractor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Bossier Parish Community College Purchasing has determined the contractor to be in default, BPCC Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

20. Davis Bacon Act

The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276(a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed by federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

21. Order of Priority

In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

22. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

23. EEOC COMPLIANCE

By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates indicated by Title VI and VII of the Civil Rights Act of 1964, as amended; The Vietnam Era Veteran's Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and The Americans with Disabilities Act of 1990, Title IX of the Education amendments of 1972, The Age Acts of 1975, and bidder agrees to abide by the requirements of the American of Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities, any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

24. Special Accommodation

Any "Qualified Individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than 7 days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonable provided, the individual will be informed prior to the bid opening.

25. Indemnity

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

26. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services Procurement under the Provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

Federal Clauses, If Applicable

27. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

28. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities.

29. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

30. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

31. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

32. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or transmission of intelligence.

33. Certification of No Suspension of Debarment

By signing and submitting any proposal for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirement in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>

34. Mandatory Disclosure

Under the Uniform Guidance (200.113, shown below) Bossier Parish Community College is obligated to disclose to the Federal awarding agency (or a pass-through if we are a sub-recipient), any violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.

200.113 Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 32 U.S.C. 3321).

35. In accordance with Louisiana Law, All Corporations (See LA R.S. 12:262.1) and limited liability companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over \$25,000.

36. All bid amounts shall be submitted in United State Dollars.

37. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small business Firms Under Government Grants, Contracts and Cooperative Agreements,;" and any implementing regulations issued by the awarding agency.

38. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

39. Termination for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

40. Standard Preference

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes _____

Specify Item Number(s): _____

Name and location within Louisiana where such
paper or product is manufactured or converted _____

B. A preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____ Specify Item Number(s) _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled
_____.

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes _____ No _____

(Note: If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences).

41. Preference for United States Products.

In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies products, provisions, or equipment, provided that all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

- (1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.
- (2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____YES

Specify line number(s): _____

Specify the location within the United States where this product is manufactured:

(NOTE: If more space is required, include on a separate sheet.)

42. Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. BPCC reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

43. Compliance with National Defense Authorization Act

In accordance with Section 889(a) 2019 National Defense Authorization Act for any contract for telecommunication and video surveillance equipment no purchases will be made from Huawei, ZTE, Hytera, Hikvision and Dahua are allowed.

Please certify compliance with this Act:

Signature of Bidder

44. Non-Exclusivity Clause

This agreement is non-exclusive and shall not in any way preclude BPCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

45. Price Reductions

Whenever there is a reduction in price which is lower than the contract price offered to similarly situated customers contracting for the same period and under similar terms and conditions, the reduction shall be presented to the Purchasing Department.

46. Scope of Contract

Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form, terms and conditions which may be included in your bid are nullified, and the contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

(Members of firm or person authorized to sign bids for corporation)

BIDDERS MUST SIGN IN INK

IMPORTANT

Signature Authority: In Accordance with L.R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to Bossier Parish Community College. You must indicate which of the following apply to the signer of this bid.

1. The signer of this bid is either a current corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to this office if requested.
2. The signer of the bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies a copy of the resolution, certification, or other supportive documents must be submitted to this office if requested.
3. The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office if requested.
4. The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.

WE ARE AN EQUAL OPPORTUNITY COLLEGE

DISCLOSURE FORM

Each Bidder is to disclose the following information by answering Yes or No to the following questions:

1. Is the Bidder a Legislator or person who has been certified by the Secretary of State as elected to the Legislator? _____Yes _____No
2. Is the Bidder a spouse of a Legislator? _____Yes _____No
3. If the Bidder is a corporation, partnership, or other legal entity, does a Legislator or his spouse own any interest in that corporation, partnership or other legal entity?
 _____Yes _____No
4. If the Bidder is a corporation, is it a publicly traded corporation? _____Yes _____No

**Combined Recommended Language for Invitations to Bid (ITB)
Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "Smaller".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship, which the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. *(Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.)*

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors. If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below
Certification No./date of certification.: _____

BOSSIER PARISH COMMUNITY COLLEGE
BOSSIER CITY, LA 71111

Bossier Parish Community College desires to enter into a contract to provide food vending machines and service (except for soft drinks) on Bossier Parish Community College Campus

TERMS OF CONTRACT: The length of this contract will be for the period July 1, 2021 through June 30, 2024. At the option of the College and acceptance by the Contractor, the contract may be renewed for two additional twelve (12) month periods at the same price, terms and conditions. This multi-year contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first; however, this does not affect either the College's rights or the Contractor's rights under any other termination clause in the contract. The contract may be terminated by either party with sixty (60) days written notice.

COMPENSATION TO COLLEGE: Compensation to the College shall be based on whichever greater, a percentage of gross receipts of consumer prices or an annual guarantee. Gross receipts shall be defined as total collections from machines less refunds. Applicable federal, state, and municipal taxes and permits shall be paid by the Contractor.

VENDING PRICES. MINIMUM PORTIONS AND PRODUCT SPECIFICATIONS:

Vending prices, minimum portions, and product specifications will be comparable to vended items within the market area of the College and must be approved by the College. All items vended are to be limited to those enjoying national and local acceptances.

Snack items shall include candy, nuts, gums, mints, cookies, chips, and pastries.

Food items shall include a variety of hot and cold fresh food items. The bid shall include a comprehensive list of food items with portion size, merchandising schedule, price and maximum product shelf life. A list of products and suppliers shall be included for commissary-prepared food items.

Changes in product prices, portions and specifications must be submitted to the College in writing for approval prior to implementation.

EQUIPMENT: All vending machines must be approved by the College prior to installation. The College requires all equipment to be in good operating condition, similar design, and sturdy and equipped with electronic coin/bill changer mechanisms. The equipment maybe new and/or updated. New equipment shall be of the most recent model and not manufactured prior to 2010, and be equipped with electronic sales totalizers capable of providing digital display of total sales. Updated equipment shall be 2012 models or more recent and shall be rebuilt and reconditioned prior to installation.

Machines shall be equipped with not-reset item sale counters. The College shall designate when machines in service shall be rebuilt, reconditioned, or replaced. The vending machines shall be the same height and be compatible in terms of décor when two or more machines are placed in the same location except as otherwise mutually agreed by the College and Contractor.

Equipment must be installed in unified banks with necessary spacers, headings, paneling, and decorations provided at Contractor's expense.

Where necessary, utilities shall be brought to the equipment by the College. The Contractor shall be responsible for paying the cost of connecting the equipment to the provided utility source and other installation costs.

The Contractor will be required to provide the College with a written plan of preventive maintenance and replacement of worn, damaged, or malfunctioning equipment, which will be instituted and carried out by the Contractor during the term of the contract.

The Contractor shall provide equipment maintenance and repair 24 hours a day, seven days a week. Equipment that cannot be returned to full service within 72 hours of notifications shall be replaced with comparable equipment of like quality until original equipment is returned to service. A telephone number to call in the event a machine is not in operation or out of products shall be prominently displayed on each machine.

LOCATION OF MACHINES: The College has the exclusive right to designate where machines are placed and the number of machines in each location. Request to remove or replace unprofitable machines from a location must be submitted in writing for College approval.

The successful Contractor will provide machines for sixteen (16) locations at the BPCC campuses. Additional machines may also be required. The successful Contractor will provide at least (1) one Change Machine.

Initial and subsequent equipment installation shall be identified by equipment serial number, manufacturer, meter reading, and location for the permanent files of the College. Prior to any vending equipment changes or relocations, College approval must be requested in writing.

OPERATIONS AND SERVICE: The machines shall be operated during the entire year but may have reduced locations and/or selections arrived at by mutual agreement for the summer session and College vacations.

In addition to the necessary operation instructions, the Contractor shall provide each machine location with information to the user where malfunction reports, products quality comments and refund requests can be made.

The Contractor shall supply products to the equipment a minimum of three days per week Monday, Wednesday and Friday, between the hours of 7:00 a.m. and 4:30 p.m. during the fall and spring semesters. A mutually agreed upon service schedule will be developed during the summer sessions and vacations. If specific locations require more frequent service than three times per week to maintain an adequate product variety, the Contractor will make necessary arrangements to provide satisfactory service, 24 hours per day.

The Contractor must provide factory-trained repairmen and well-qualified, uniformed routemen available 24 hours per day, seven days per week for emergencies.

GENERAL SPECIFICATIONS

REFUNDS: Refunding patrons for money lost in the machines shall be the responsibility of the Contractor. The successful Contractor must leave at a minimum of \$15.00 in change for refunds in the Business Office located in Building F – 1st Floor of BPCC.

SUBCONTRACTING: The successful bidder shall not subcontract any part of this contract without written approval of the College.

The successful bidder shall:

1. Maintain his facilities and conduct his business in compliance with State and local laws appertaining thereto and in conformance with general College business policies and practices.
2. Agree that he will contract for goods, services and employment in his firm's name and will not implicate the College directly or by inference in these transactions.
3. Agree that during the terms of this contract he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the College facilities placed at his disposal to be used for purposes other than the operation and service of automated food vending machines.
4. Maintain separate and distinct records on each machine. Post prominently on the inside of each vending machine the standard inventory of items. Keys to all machines will be supplied to the College in order that tests for accuracy of inventories and commissions can be made at the option of the College. The College reserves the privilege of accompanying the Contractor's employees on service calls and when meter counts and collections are made at time determined by the College.

Receipts collected from equipment may be jointly counted by a method mutually agreed on by College and Contractor. Contractor must furnish the Director of Purchasing a detailed accounting of each machine by the 20th of each month covering the operation of the preceding month for which commission will be paid.

Records of the Contractor will be subject to inspection by a designated representative of the College.

5. Make commission payment to the Business Office or other designated personnel by the 20th of each month covering the operation of the preceding month.

A commission statement which indicates the total sales (by number of units where applicable) and the commission paid for each machine operated shall be submitted to the Comptroller no later than the 20th of each month covering the operation of the preceding month.

Commission payments and statements are to be mailed to: BPCC Business Office, Attn: Joey Brown, 6220 East Texas Street, Bossier City, LA 71111

6. Be solely responsible for machines placed in the designated locations, and the products within the machines, as well as machine receipts, and the College will in no way be liable for destruction of theft of the property of the Contractor through vandalism or any other cause. The College will cooperate to that extent it deems feasible in guarding against such occurrences.
7. Purchase all licenses necessary for the conduct of these operations and shall pay local, State, and federal taxes applicable to the operation of this contract.

8. Agree that upon the termination of the contract the Contractor shall remove his equipment and surrender the premises in as good condition as when received, ordinary wear and use excepted. (Ordinary wear and use will be determined by the College.)
9. It is agreed that the Legislative Auditor of the State of Louisiana shall have the right to audit all accounts that related to this contract.
10. The machines used must display product in a first in, first out method.

The award is to be made to the bidder offering the highest percentage of gross receipts and/or the largest guaranteed annual lump sum minimum and who is in conformance with the intent of the specifications. The College will determine which overall bid is in its best interest.

If at the end of each contract year, the total payments made to the College for that year are less than the guaranteed annual lump sum minimum, the difference shall be paid to the College. Therefore, it is mandatory that bids be submitted on each provision, percentage and guarantee. In case of any discrepancy between the amount written in the bid and that given in figures, the amount in writing will be considered as the bid.

The service of candy, pastry, food, milk and snack vending machines will be completed by 8:00 a.m. in all areas.

The successful bidder shall provide vending machines for the following locations and any other as designated by the Director of Purchasing

The following is a list of machines and their locations. As stated previously, this quantity and their location may vary, Bossier Parish Community College does not guarantee either.

STUDENT LOUNGE BUILDING F:

Three (3) snack machines (Chips, Crackers, Candy, Pastry, Gum and Mints)

One (1) Hot/Cold Food Machine (Turkey on wheat, ham & cheese on wheat, sausage biscuits, pizza, tuna salad, turkey and swiss sandwiches, twin chili dog, submarine sandwich, super cheeseburger, hot pockets, burritos, chicken nuggets, ½ pint of milk, soups, ham and cheese croissant, other food items may be substituted or added as approved by the College) The dates must be checked weekly on food items and expired food items must be removed from the machine and replaced with fresh food items.

One (1) Dollar Changer (Large capacity machine for changing One and Five Dollar Bills to Coins).

BUILDING G

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum and Mints)

BUILDING E

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum and Mints)

BUILDING B

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum and Mints)

BUILDING J

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum and Mints)

BUILDING A

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum and Mints)

Building D

One (1) snack machine (Chips, Crackers, Candy, Pastry, Gum and Mints)

Building L

One coffee machine

Two (2) snack machines (Chips, Crackers, Candy, Pastry, Gum and Mints)

Annual Sales for the last three years:

7/1/20 to YTD	\$9,113.11
7/1/19 to 6/30/20	\$59,607.30
7/1/18 to 6/30/19	\$78,745.26

Current pricing snack vending:

Chips - \$1.00 – Large Single Serve
Candy - \$1.50
Crackers - \$1.00
Pastries - \$1.50
Gum and Mints - \$.75 single size
Blister packs - \$1.50-\$1.75

**COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY
DAMAGE INSURANCE, AS OUTLINED BELOW ARE REQUIRED IN THIS
BID**

CONTRACTOR' S LIABILITY INSURANCE:

Proof of insurance should be supplied with this Quotation and will be required before work can commence. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, it's agents, representatives, employees or subcontractors.

Insurance coverage specified below shall be furnished with the following minimum limits:

Workers Compensation

Workers Compensation Insurance shall be in compliance with the Workers Compensation Law of the State of the Contractor's headquarters. Employers liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the employers liability limit increased to a minimum of \$1,000,000. A.M. Best's Insurance Company rating requirement may be waived for Workers Compensation Coverage Only.

Commercial General Liability

Commercial General Liability Insurance, including personal and advertising injury liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The insurance services office (ISO) commercial general liability occurrence coverage form CG 00 01 (Current form approved for use in Louisiana), or equivalent, is to be used in the policy, claims made form is unacceptable.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (Current Form approved for use in Louisiana), or equivalent, is to be used in the policy. This Insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

A. The Agency, its, officers, agents, employees and volunteers shall be names as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (Current form approved for use in Louisiana) or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

B. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

C. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. The Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the policy limits.

Workers Compensation and Employers Liability Coverage

The Insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency

All Coverages

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the Insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notification shall comply with the standard cancellation provisions in the Contractor's policy.

Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers

Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with the Insurers with a A.M. Best's Rating of A-:VI or higher. This rating requirement may be waived for Workers Compensation Coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best Rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage, the certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

Subcontractors

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's certificates at any time.

INDEMNIFICATION AGREEMENT

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by _____ (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

_____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for **BOSSIER PARISH COMMUNITY COLLEGE**
State Agency Number and Name

Purpose of Contract: Snack Vending

BID FORM

TO: Bossier Parish Community College
Purchasing Department
6220 East Texas Street
Bossier City, LA 71111
Attn: Gayle Doucet

TO WHOM IT MAY CONCERN:

The undersigned certifies that he/she has carefully examined the specifications, terms, and conditions hereto attached and hereby proposes to furnish said services at the percentage/guarantee stated below according to same.

Commission Percentage of Gross
Receipts from all food vending sales _____**

Annual Guarantee _____

** It is pointed out that although the commission rate is a very important factor in awarding a contract of this nature, the College shall reserve the right to select the operator who in the College's opinion is best qualified on the basis of experience to provide the required service, all factors considered.

BIDDER'S INITIALS _____